



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

September 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: WIRELESS COMMUNICATIONS SYSTEM
FOR THE TRAFFIC MANAGEMENT SYSTEM
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment 1 to Agreement No. 1590 with Systems Analysis & Integration, Inc., a California corporation d.b.a. Systems Integrated, located in Orange, California, for expansion of the Wireless Communications System for the Traffic Management System. The amendment will become effective upon Board approval and execution by the parties. The agreement as amended will terminate upon expiration of a two-year warranty period following the County's final acceptance of all required deliverables. The agreement as amended will have a maximum contract sum of \$10,408,289 with authorization for the Director of Public Works or his designee to increase that amount up to an additional \$500,000 for unforeseen, additional work within the scope of the agreement, including additional signalized intersections, if required.
2. Authorize the Director of Public Works or his designee to execute the amendment; to approve contractor's entity change in accordance with your Board's policy on contractor mergers/acquisitions; to approve and execute further amendments to the agreement; to incorporate necessary changes within the scope of work; and to suspend work under the agreement if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to expand the County's Wireless Communications System (WCS) and Closed-Circuit Television (CCTV) network, enabling remote traffic management at an additional 936 signalized intersections in the unincorporated area of the County and within numerous cities, thereby coordinating traffic signals and speeding traffic flow.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). Systems Integrated has specialized expertise to provide this commuter- and business-friendly service economically, efficiently, and in a responsive manner.

This project is a component of the Subregional Traffic Forum Intelligent Transportation System, which is included in the Fiscal Year 2007-08 Business Automation Plan.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The recommended amendment increases the amount of the agreement by \$9,943,289 (from \$465,000 to an amended maximum contract sum of \$10,408,289). In addition, the Director of Public Works (Director) will be authorized to augment the maximum contract sum by up to \$500,000 for unforeseen, additional work including additional signalized intersections that may arise during the progress of the work. The increase in the project cost authorized by this amendment is included in the Fiscal Year 2007-08 Proposition C Local Return Fund Budget. The project expansion authorized by the amendment will be funded by numerous Los Angeles County Metropolitan Transportation Authority Call for Projects Proposition C Discretionary Grant Funds in the amount of \$8,897,173 and County matching funds in the amount of \$1,046,116.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 14, 2006, Item 29, your Board entered into the agreement with Systems Integrated for the turnkey implementation (including design, acquisition, installation, integration, activation, and acceptance testing) of the WCS to provide continuous and uninterrupted data communications between the County's Kimley-Horn Integrated Transportation System (KITS) traffic signal control system and approximately 51 signalized intersections in the County's South Bay area in the vicinity of Interstate-105 and Interstate-405 Freeways. This implementation is nearly complete.

The original terms of the agreement provided that, subject to County's approval of the contractor's work under the agreement, the contractor would have the opportunity to participate in the next phase of the project.

In that phase, the County would bolster the WCS by adding up to an additional 1,000 signalized intersections and up to 50 additional CCTV cameras. The Department of Public Works (Public Works) has been very pleased with the work completed by the contractor under the agreement to date and recommends proceeding with the System Expansion Opportunity described in the agreement (with one additional CCTV camera, for a total of 51).

The WCS, coupled with the installation of a centralized traffic control system, enables the County and cities to coordinate and synchronize traffic signals on the major streets and highways to facilitate and speed traffic flow. The time savings yields cost benefits for users of the streets and highways and quality-of-life improvements for commuters. Additionally, having a communication system in place provides for a means to notify maintenance staff if there is a problem with a traffic signal operation due to equipment failure.

The attached amendment will be effective upon Board approval and execution by the parties and will keep the agreement in effect until the expiration of a two-year warranty period following the County's final acceptance of all the deliverables under the agreement as amended.

Prior to the Director executing the amendment, which will be substantially similar to the attached form, the contractor will sign and County Counsel will review as to form.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

Public Works has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the agreement as amended.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects resulting from the performance of the recommended services. The implementation of the communications system, and subsequent traffic control system, will allow for enhanced operation of the traffic signals and decrease response time for traffic signal maintenance services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



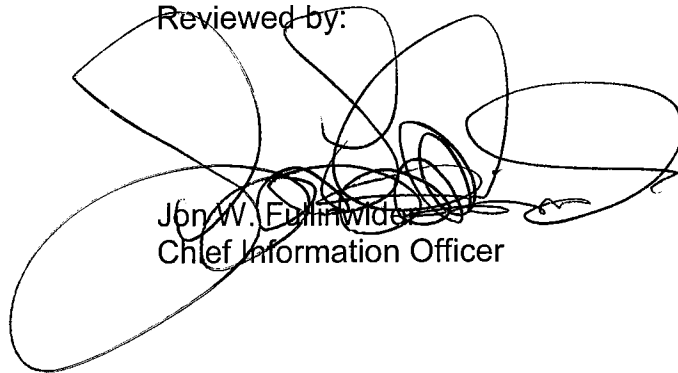
WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachment

c: Chief Information Office
County Counsel
Department of Public Works (Budget/Fund Management, Chief Information Office,
Programs Development, Traffic and Lighting)

Reviewed by:



Jon W. Fullinwider
Chief Information Officer

CIO ANALYSIS

DEPARTMENT OF PUBLIC WORKS WIRELESS COMMUNICATIONS SYSTEM FOR THE TRAFFIC MANAGEMENT SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 6_ Yrs # of Option Yrs: 2 Yr warranty

Contract Components:

☒ Software ☒ Hardware ☒ Telecommunications
☒ Professional Services

Project Executive Sponsor: Bill Higley, Deputy Director, DPW

Budget Information :

Y-T-D Contract Expenditures	\$ 465,000
Requested Contract Amount	\$ 9,943,289
Sub Total (without Contingency)	\$10,408,289
Requested Contingency	\$ 500,000
Aggregate Contract Amount	\$10,908,289

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 89%
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The purpose of the contract is to expand the County's traffic management Wireless Communications System (WCS) and closed-circuit television (CCTV) network from 51 signalized intersections to an additional 936 in various unincorporated areas of the County and within numerous cities. The WCS and CCTV network transmits traffic signals and video data between signal controllers and various field Traffic Management Centers (TMC) via wireless broadband communications. Phase II of the WCS contract includes the network design, installation of cables, radio equipment and diagnostic software for the 936 additional intersections.

Background:

The scope of work for the WCS has been divided into two phases. Phase I consisted of the design and deployment of the WCS and CCTV network to 51 signalized intersections in the County's South Bay area. Phase II expands the WCS and CCTV network to 936 signalized intersections in the County's Gateway Cities, Pomona Valley, San Gabriel Valley and other South Bay areas. It was stipulated in the initial contract that contingent upon successful completion of Phase I, the WCS and CCTV network may be expanded to an additional 936 intersections. Based on the contractor's performance and successful deployment of Phase I, the Department recommends negotiating with the contractor for completion of Phase II.

Project Justification/Benefits:

This project supports the County's goal of coordinating and synchronizing traffic signals for major streets and highways to facilitate and enhance traffic flow. The benefits will include time saving cost benefits for users of the streets and highways and quality-of-life improvements for commuters.

Project Metrics:

Project success will be validated and quantified when the radio equipment and cables are installed and data is received and interpreted by the diagnostic software installed at city TMC locations and the County's traffic control system (TCS).

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

Phase II of the WCS contract is an integral component of the County's efforts to coordinate and synchronize traffic signals on major streets and highways. Phase II will enable traffic management personnel to monitor and control traffic signals and view, control and share live video from closed circuit television cameras mounted on various intersections within the County. Failure to proceed with this project will impede efforts to accomplish this objective and the larger goal of coordinating and synchronizing traffic signals Countywide.

Alternatives Considered:

The use of leased telephone lines vs. wireless broadband communications was considered and analyzed. Though the bandwidth capabilities of leased lines are greater than wireless, wireless bandwidth has proven acceptable for this project and proven to be significantly more cost-effective.

Project Risks:

The risks associated with this project include possible challenges from competing vendors. The Phase II scope, increasing the number of intersection signals from 51 to 936, represents an increase of \$9.9 million (from \$465,000 to \$10,408,289). The significant expansion in the project scope and cost may incite a competing vendor to protest.

Also, wireless signals are vulnerable to security attacks and are constrained by a number of variables, including the amount of spectrum (the number of frequencies) authorized to transmit/receive, the frequency itself, and possible interference, all which can also impeded wireless bandwidth.

Risk Mitigation Measures:

With respect to the potential for protest from competing vendors, the Department has concluded that this risk is very low. While any party *could* protest the Department's expansion of the project to its second phase without rebidding, the likelihood of the vendor prevailing would be very minimal. This conclusion was based on the Department's review of the originating Phase I WCS RFP and associated bid scoring tools. Those documents all emphasized and included consideration that the Department would retain the option of proceeding to a much larger Phase II if vendor performance in Phase I was successful.

With respect to the risk of Wireless technology security threats and signal reliability, these risks have been mitigated by ensuring that the WCS radios Minimum Technical Requirements will support 256 bit encryption and both Ethernet and over-the-air encryption. Regarding the risk of signal reliability, the radios and antennas are required to have the flexibility to support a wide range of license-free frequency bands. This will mitigate the threat of signal interference.

Financial Analysis:

Phase II of the WCS will be funded by numerous Los Angeles County MTA Call for Projects Proposition C Discretionary Grant Funds and County matching funds. The recommended Amendment increases the amount of the Agreement by \$9,943,289 (from \$465,000 to \$10,408,289). In addition, \$500,000 is recommended as a contingency fund for unforeseen additional work related to the identified scope, bringing the overall Contract maximum to \$11,373,289.

CIO Concerns:

The Department's successful completion of Phase I has eliminated any technical concerns for the Phase II project. The CIO's office was initially concerned that the \$9.9 million expansion, without rebidding, was not justified. However, the Department has reviewed the original solicitation and Board approved Agreement, and has concluded that this expansion was sufficiently identified within the original RFP. The Department has also conducted an informal pricing survey to ensure the vendor's Phase II equipment costs are still competitive.

CIO Recommendations:

The CIO recommends approval of this Phase II amendment.

CIO APPROVAL

Date Received: 8/30/07

Prepared by: [Signature]

Date: 9/2/07

Approved: [Signature]

Date: 9-5-07

AMENDMENT 1 TO CONTRACT NO. 1590
WIRELESS COMMUNICATION SYSTEM FOR THE
TRAFFIC MANAGEMENT SYSTEM

THIS AMENDMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporation and politic (hereinafter referred to as COUNTY) and SYSTEMS ANALYSIS & INTEGRATION, INC., d.b.a. SYSTEMS INTEGRATED, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 1590 (Agreement) was entered into between the COUNTY and the CONTRACTOR on March 14, 2006, for the development and implementation of the Wireless Communications System (WCS) for the COUNTY'S Traffic Management System (TMS) with a Maximum Contract Sum of \$465,000, plus 10 percent of that sum for unforeseen, additional work;

WHEREAS, Section N (System Expansion Opportunity) of Exhibit B (Statement of Work) of the Agreement provided that at any time following the COUNTY'S issuance of a notice to proceed for deployment of the WCS under the Agreement, the COUNTY might choose to negotiate an extension of the work for similar WCS deployments at up to one thousand (1,000) additional signalized intersections and up to 50 additional Closed-Circuit Television (CCTV) camera locations (such extension of the WCS project, Phase II) ; and

WHEREAS, the COUNTY now wishes to engage the CONTRACTOR'S services for Phase II of the WCS project, and the CONTRACTOR wishes to render such services at the prices, and upon the terms and conditions, set forth in the Agreement and this AMENDMENT.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONTRACTOR agree that the Agreement shall be amended as follows:

FIRST: The first paragraph of the Agreement is amended to correct the name of the CONTRACTOR from Systems Integrated, a California corporation, to: Systems Analysis & Integration, Inc., a California corporation d.b.a. Systems Integrated.

SECOND: Subparagraph 1.1 (Agreement) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 1.1 (Agreement):

- 1.1 **Agreement.** The provisions of this base document along with Exhibits A, B, C, D, E, F, G, H, I, L, L-1, L-2, L-3 and L-4 attached hereto, and Exhibits J and K, not attached hereto, all described in Paragraph 1.2 below and incorporated herein by reference, and any schedules attached hereto and thereto, collectively form and are referred to throughout and hereinafter as the Agreement. This Agreement shall

constitute the complete and exclusive statement of understanding between COUNTY and CONTRACTOR and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

THIRD: Subparagraph 1.2 (Interpretation) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 1.2 (Interpretation):

- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Tasks, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:
- 1.2.1 Exhibit A – Additional Terms and Conditions
 - 1.2.2 Exhibit B – Statement of Work
 - 1.2.3 Exhibit L – Supplemental Statement of Work
 - 1.2.4 Exhibit L-1 – Phase II Intersections
 - 1.2.5 Exhibit L-2 – Phase II CCTV Camera Locations
 - 1.2.6 Exhibit L-3 – Proposed and Existing Hard-Wired Communications
 - 1.2.7 Exhibit L-4 – Phase II Schedule of Deliverables and Payments
 - 1.2.8 Exhibit C – Schedule of Deliverables and Payments
 - 1.2.9 Exhibit D – Third Party Software
 - 1.2.10 Exhibit E – Sample Subcontract
 - 1.2.11 Exhibit F – Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
 - 1.2.12 Exhibit G – Task/Deliverable Acceptance Certificate
 - 1.2.13 Exhibit H – Internal Revenue Service Notice 1015
 - 1.2.14 Exhibit I – Safely Surrendered Baby Law Fact Sheet
 - 1.2.15 Exhibit J – Request for Proposals (Incorporated by Reference)

1.2.16 Exhibit K – CONTRACTOR'S Proposal (Incorporated by Reference)

FOURTH: A new Subparagraph 2.31 is hereby inserted immediately following Subparagraph 2.30 of the Agreement to read as follows:

2.31 Phase II means the work described in Exhibit L (Supplemental Statement of Work) to this Agreement.

FIFTH: Subparagraph 3.2.1 of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 3.2.1:

3.2.1 County Project Manager for this Agreement shall be the following person:

Mr. Pat Smith
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: (626) 300-2032
Fax: (626) 979-5319
E-mail: psmith@dpw.lacounty.gov

SIXTH: Subparagraph 5.1 (General) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 5.1(General):

5.1 General. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by CONTRACTOR pursuant to this Agreement, including Exhibit B (Statement of Work); Exhibit L (Supplemental Statement of Work); and any executed Change Notice, CONTRACTOR shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit G (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by COUNTY, for County Project Director's written approval. CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver the WCS to COUNTY. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in Exhibit B (Statement of Work) and Exhibit L (Supplemental Statement of Work), as applicable, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall COUNTY be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

SEVENTH: Subparagraph 5.2.2 (Final Acceptance) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 5.2.2 (Final Acceptance):

5.2.2. Final Acceptance. CONTRACTOR shall achieve Final Acceptance on the date specified in Exhibit C (Schedule of Deliverables and Payments) or, with respect to Phase II tasks and deliverables, the date specified in Exhibit L-4 (Phase II Schedule of Deliverables and Payments), pursuant to the execution of this Agreement, provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). CONTRACTOR shall achieve Final Acceptance upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the Final Acceptance requirements set forth in Exhibit B (Statement of Work) or Exhibit L (Supplemental Statement of Work), as applicable; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by CONTRACTOR; (c) County Project Director has provided CONTRACTOR with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in COUNTY'S production environment with no Deficiencies as defined in Paragraph 11 (Deficiencies) for no less than 60 days following the completion of Task and Deliverable 16 of Exhibit B or, with respect to Phase II tasks and deliverables, acceptance of Task and Deliverable 21 of Exhibit L; and (e) County Project Director has provided CONTRACTOR with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of CONTRACTOR'S achievement of Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof, shall be referred to as the Final Acceptance Date).

EIGHTH: Subparagraph 6.1.2 of Paragraph 6 (Change Notices and Amendments) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 6.1.2:

6.1.2 Notwithstanding any provision hereof to the contrary, the Director shall have the authority to increase the Maximum Contract Sum by an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00), in the Director's sole and absolute discretion, for the purpose of increasing the scope of work which was not foreseen under the original Statement of Work attached hereto as Exhibit A. To implement such an increase in the Maximum Contract Sum, a Change Order to the Agreement shall be prepared and executed by the Contractor and by the Director.

NINTH: Subparagraph 8.1 (General) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 8.1(General):

- 8.1 General. Attached to this Agreement are Exhibit C (Schedule of Deliverables and Payments) and Exhibit L-4 (Phase II Schedule of Deliverables and Payments), schedules of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Notice to Proceed and continuing through the Final Acceptance.”

TENTH: The final sentence of Subparagraph 8.2 (Maximum Contract Sum) of the Agreement is hereby deleted in its entirety and is replaced by the following new final sentence to read as follows:

The Maximum Contract Sum for this Agreement, including all applicable Taxes, authorized by COUNTY hereunder, shall not exceed Ten Million Four Hundred Eight Thousand Two Hundred Eighty Nine Dollars (\$10,408,289).

ELEVENTH: Subparagraph 10.2 (Submission of Invoices) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 10.2 (Submission of Invoices):

- 10.2 Submission of Invoices. CONTRACTOR shall invoice COUNTY upon completion of Tasks, subtasks, Deliverables, goods and services, and other Work specified in this Agreement, Exhibit B (Statement of Work), Exhibit L (Supplemental Statement of Work), Exhibit C (Schedule of Deliverables and Payments), Exhibit L-4 (Phase II Schedule of Deliverables and Payments), and any Change Orders, as applicable, and which have been approved in writing by COUNTY pursuant to Paragraph 4.3 (Work; Approval and Acceptance). CONTRACTOR agrees not to submit any invoice for payment until COUNTY has approved in writing the Work for which payment is claimed. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 1460
Alhambra, CA 91802-1460

TWELFTH: Subparagraph 10.3.1 of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 10.3.1:

- 10.3.1 The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit L (Supplemental Statement of Work), Exhibit C (Schedule of Deliverables and Payments), Exhibit L-4 (Phase II Schedule of Deliverables and Payments), and any Change Order, as applicable, for which payment is claimed.

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THIRTEENTH: Subparagraph 10.8 (Credits to COUNTY) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 10.8 (Credits to COUNTY):

10.8 Credits to COUNTY

10.8.1 In an increasingly mobile society, it is critical to improve traffic flow through multiple jurisdictions within COUNTY in an effort to enhance mobility, relieve traffic congestion, and increase air quality. To meet these goals, COUNTY is implementing a Countywide information exchange network that will provide continuous monitoring of traffic conditions and traffic signal operations as well as enable traffic signal timing to be controlled and coordinated remotely to adjust to actual traffic conditions. It will also allow for the exchange of traffic data and information among different agencies within COUNTY. For the information exchange network to function effectively, each agency must use a traffic control system that communicates with the information exchange network to allow the exchange of traffic data and information between agencies. The WCS will communicate the traffic data and information from the traffic signals and CCTV cameras located in the unincorporated areas of COUNTY, as well as certain agencies within COUNTY, with COUNTY'S traffic control system. Any delay in the completion and delivery of the WCS decreases the efficiency and value of both COUNTY'S traffic control system and the information exchange network. COUNTY and CONTRACTOR have identified the key Deliverables set forth in Subparagraph 10.8.2 below; CONTRACTOR'S timely completion and delivery of which will ensure COUNTY receives and is able to implement the WCS in a timely fashion, and, therefore, improve mobility, relieve traffic congestion and enhance air quality in COUNTY. If CONTRACTOR fails to complete and deliver such Deliverables by the dates set forth in Exhibit C (Schedule of Deliverables and Payments), or Exhibit L-4 (Phase II Schedule of Deliverables and Payments), as applicable, it is mutually agreed that such delay increases the likelihood that CONTRACTOR will not complete and deliver the WCS in a timely manner, and, therefore, decreases COUNTY'S ability to use the WCS to achieve its goals.

10.8.2 COUNTY shall be entitled to credits arising from CONTRACTOR'S noncompliance with its obligations relating to any of the following Deliverables:

10.8.2.1 Deliverables specified in Exhibit C. (Schedule of Deliverables and Payments):

Deliverable 5: Proof-of-Concept Demonstrations;

Deliverable 6: Deployment and Acceptance of the WCS for 16 Intersections;

Deliverable 11: Acceptance of the WCS for all 51 intersections and four CCTV cameras.

10.8.2.2 Deliverables specified in Exhibit L-4 (Phase II Schedule of Deliverables and Payments). COUNTY shall also be entitled to credits arising from CONTRACTOR'S noncompliance with its obligations relating to any of the following Deliverables specified in Exhibit L-4 (Phase II Schedule of Deliverables and Payments):

Deliverable 18: Radio Installation Per Intersection

Deliverable 18a: Hardware

Deliverable 18b: Cable Installation

Deliverable 19: Integration, Start-up and Testing - Per Intersection

Deliverable 19a: Hardware

Deliverable 19b: Cable Installation

Deliverable 21: As-Built Record Documentation per Group - Final Acceptance

10.8.3 Such credits will be calculated according to the following rules:

- (i) Deliverables not properly completed within 30 working days of the Deliverable due date, as specified in Exhibit C (Schedule of Deliverables and Payments), or Exhibit L-4 (Phase II Schedule of Deliverables and Payments), as applicable, shall entitle COUNTY to a credit of 5 percent of the actual cost of such Deliverable, as set forth in Exhibit C or Exhibit L-4, as applicable.
- (ii) The credit shall be increased by 1 percent of such cost each working day the Deliverable is late beyond the 30 working days.

10.8.4 Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of CONTRACTOR, including, but not limited to, (i) the failure of COUNTY or other impacted jurisdictions to provide comments within the time frames set forth in Exhibit C (Schedule of Deliverables and Payments), or Exhibit L-4 (Phase II Schedule of Deliverables and Payments), as applicable, and (ii) the failure of an approved subcontractor to complete work in accordance with the time frames set forth in the statement of work attached to such subcontract, provided CONTRACTOR has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance. COUNTY may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by COUNTY, at any time, by the full amount of such credit.

FOURTEENTH: Subparagraph 12.1.1 is hereby deleted in its entirety, and is replaced with the following new Subparagraph 12.1.1:

12.1.1The WCS shall perform fully in accordance with the Specifications set forth in Exhibit B (Statement of Work) and Exhibit L (Supplemental Statement of Work) and any amendments thereto;

FIFTEENTH: Paragraph 14 (Minimum System Requirements) is hereby deleted in its entirety, and is replaced with the following new Paragraph 14 (Minimum System Requirements):

14. MINIMUM SYSTEM REQUIREMENTS

Exhibit B (Statement of Work) and Exhibit L (Supplemental Statement of Work) set forth the minimum requirements for the WCS required for COUNTY to enjoy and exercise fully its rights in respect of the WCS. Such minimum requirements shall provide Specifications for installation of the WCS, including a seamless integration with KITS and other agency's Traffic Management System's as applicable.

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SIXTEENTH: For purposes of Paragraph 18 (Notices) of the Agreement, CONTRACTOR'S contact information is hereby deleted and replaced with the following:

To CONTRACTOR:

Systems Analysis & Integration, Inc., d.b.a. Systems Integrated
2200 North Glassell Street
Orange, CA 92865
Attention Susan Corrales-Diaz
Telephone: (714) 998-0900
Fax: (714) 998-6059

SEVENTEENTH: Paragraph 12.3 of Exhibit A (Additional Terms and Conditions) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Paragraph 12.3:

12.3 CONTRACTOR shall in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in Exhibit B (Statement of Work) and Exhibit L (Supplemental Statement of Work), as applicable.

EIGHTEENTH: Paragraph 12.6 of Exhibit A (Additional Terms and Conditions) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Paragraph 12.6:

12.6 The System Software shall be fully compatible with and shall fully integrate, perform, and function with the system hardware and the operating system software that conform to the specifications set forth in Exhibit B (Statement of Work) and Exhibit L (Supplemental Statement of Work), as applicable.

NINETEENTH: Paragraph 12.7 of Exhibit A (Additional Terms and Conditions) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Paragraph 12.7:

12.7 CONTRACTOR shall not cause any unplanned interruption of the operations of, or accessibility to WCS or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to as a "Disabling Device"), which has the potential or capability of compromising the security of COUNTY'S confidential or proprietary information or of causing any unplanned interruption of the accessibility of WCS or any WCS component by COUNTY or any user or which could alter, destroy, or inhibit the use of WCS, any component thereof, or the data contained

therein. CONTRACTOR represents warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any WCS component provided to COUNTY under the Agreement, nor shall CONTRACTOR knowingly permit any subsequently delivered WCS component to contain any Disabling Device.

TWENTIETH: For purposes of Paragraph 13.2 (Insurance) of Exhibit A (Additional Terms and Conditions) of the Agreement, COUNTY'S contact information is hereby deleted and replaced with the following:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Mr. Anthony Ford
900 South Fremont Avenue
Alhambra, CA 91803-1331

TWENTY-FIRST: Subparagraph 32.2.4 of Exhibit A (Additional Terms and Conditions) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Subparagraph 32.2.4:

32.2.4 CONTRACTOR'S violation of this Paragraph 32 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

TWENTY-SECOND: Paragraph 38 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of the Agreement is hereby deleted in its entirety, and is replaced with the following new Paragraph 38 (Assignment by Contractor):

38. **ASSIGNMENT BY CONTRACTOR**

- 38.1 CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the Director and CONTRACTOR. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 38.2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

38.3. Any assumption, assignment, delegation, or takeover of any of CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default of CONTRACTOR.

TWENTY-THIRD: New Exhibits L (Supplemental Statement of Work), Exhibit L-1 (Phase II Intersections), Exhibit L-2 (Phase II CCTV Camera Locations), Exhibit L-3 (Proposed and Existing Hard-Wired Locations), and Exhibit L-4 (Phase II Schedule of Deliverables and Payments), true and correct copies of which are attached hereto and incorporated herein by this reference, are hereby attached to, incorporated into and shall become part of the Agreement as if originally set forth therein and attached thereto.

TWENTY-FOURTH: This AMENDMENT will become effective upon Board approval and full execution.

TWENTY- FIFTH: Except as modified under this AMENDMENT, the Agreement and the respective rights and obligations of the parties thereunder shall remain as previously written and in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

SYSTEMS ANALYSIS & INTEGRATION,
INC., d.b.a. SYSTEMS INTEGRATED

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name